

CASA REAL HOMEOWNER'S ASSOCIATION POLICIES AND PROCEDURES

WHEREAS, the *Restated Declaration of Covenants, Conditions and Restrictions* for Casa Real, Lots 1 through 185 and Common Area Lots 186 through 188 (the "Declaration") establishes the various rights, duties, and obligations of the Association with respect to the various operations of the Association, management of the community, and enforcement of the Declaration; and

WHEREAS, the Board of Directors has previously adopted various Policies and Procedures to guide the Board of Directors as to the exercise of and compliance with the rights, duties and obligations established in the Declaration; and

WHEREAS, in accordance with Article VI of the Declaration, the Board has also previously adopted architectural rules and guidelines to facilitate the architectural control provisions of the Declaration, and the proper and timely submission of plans and specifications by Owners.

NOW THEREFORE, LET IT BE HEREBY RESOLVED that the following Policies and Procedures were approved and adopted by the Association's Board of Directors at a duly held Board Meeting on September 20, 2022, which shall supersede and replace all previous Policies and Procedures adopted by the Board, and shall become effective as of September 21, 2022.

**CASA REAL HOMEOWNERS ASSOCIATION, an
Arizona non-profit corporation**

DocuSigned by:
By: Diana Fennie
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[NAME]

Its: President

ATTEST:

DocuSigned by:
By: Jane Holmes
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[NAME]

Its: Secretary

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Meeting Policy

The Board of Directors meeting is held the third (3rd) Tuesday of each month. The time, place and agenda are posted on the pool bulletin boards and the HOA website at least forty-eight (48) hours prior.

The Annual meeting is held the third (3rd) Tuesday of January each year. The time, place and agenda are mailed to all homeowners at least two weeks prior to the meeting

Collection Policy

The Assessment of \$1080.00 is payable in monthly installments of \$90.00 due on the first of each month with a thirty (30) day grace period.

Insurance Claims Policy

An owner may make a claim against the Association's blanket policy by notifying the Board, in writing, of the reason for the claim.

All insurance claims must be made by a member of the Board of Directors or the Management Company.

The cost of maintenance or repairs incurred by the Association for damage caused through willful or negligent acts of the Owner, his family or guests, or invitees, may be imposed as an assessment against the Owner and the Lot.

ARC Policy

Antennas/Satellite Equipment

1. Pursuant to Federal law, only antennas designed to receive Direct Broadcast Satellite service or antennas designed to receive Multipoint Distribution Service and which are 39.4 inches (1meter) or less in diameter are permitted.
2. All other antennas (including amateur and ham radio antennas) are prohibited, except with the prior written approval of the Board or Architecture Committee.
3. Permitted antennas and satellite equipment shall be installed solely within the boundaries of a Lot. Antennas designed to receive television broadcast signals must be installed inside the dwelling unit whenever possible.
4. Permitted antennas and satellite equipment shall not encroach upon any Common Areas, any other Lot, Common Property airspace or the airspace of another Lot.
5. Permitted antennas and satellite equipment shall be shielded from view from other Lots, from streets and from the Common Areas to the maximum extent possible. If permitted antennas and satellite equipment can receive acceptable quality signals from more than one location, then the antennas must be in the least visible location. This section does not permit installation of the antenna or satellite equipment on any Common Area, even if an acceptable quality signal cannot be received from the Owner's Lot.
6. If installation of a permitted antenna or satellite equipment cannot comply with this section because the installation would reasonably delay, unreasonably increase the cost, or

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preclude the reception of an acceptable quality signal, then the Owner must ensure that the installation location is as close to a conforming location as possible. The Board may require an explanation of why the non-conforming location is necessary.

7. Residents shall not permit their antennas and satellite equipment to fall into disrepair or to become a safety hazard. Residents shall have responsibility for maintenance, repair, replacement, and the correction of any safety hazard of their antennas and satellite equipment.
8. Covered antennas installed on the ground and visible from the street or other Lot(s) must be camouflaged. Preferably, antennas should be camouflaged by existing landscaping or screening. If the current landscaping will not adequately camouflage the antenna, the Board may require additional camouflage. If additional camouflage will cause an unreasonable expense, the Board may install the additional camouflage at its expense.
9. External antenna and satellite equipment wiring for permitted equipment shall be installed to be minimally visible and blend into the material to which it is attached.

Modifications to the Lots

1. The approved colors for exterior paint are: The cream tan formula is 44-146-05; the green is under Zagar Mojave Sage 1-10, 4-3Y24, 8-28, 12-30, and 13-2Y4. They are on file at Dunn Edwards on Broadway.
2. The roof and trim of each townhouse shall retain its original color when the Owner resurfaces or replaces the roof covering.
3. Any exterior addition, change to or alteration of a Lot requires written approval by the Board or the Architecture Committee. This includes solar installations (see solar amendment form attached at the end of these Rules).
4. Before installing any building, fence, wall, exterior wall hanging or decoration, sun shield (all sun shields or shades used on the balconies must be a tan or color similar to the main color of the townhomes) or blinds, lights, windows, fountain or any other structure on the Lot or the exterior of the improvements on any Lot, a Member must obtain the written approval of the Board of Directors or the Architecture Committee. Oral consent by one (1) or more of the Board of Directors or the Architecture Committee does not constitute formal approval.
5. When seeking approval, each Owner shall submit written plans showing the location, nature, kind, shape, height, building materials, color, and dimensions of this improvement to the Board of Directors or the Architecture Committee.
6. Should the Board or the Architecture Committee fail to approve or disapprove the plans within thirty (30) days after the date of submission, the plans shall be deemed disapproved, and no changes or alterations are permitted.
7. The following exceptions do not require prior approval by the Board or Architecture Committee, provided the work is performed in a professional manner and is consistent with the construction, appearance, and quality of the surrounding buildings:
 - a. Existing windows and doors may be replaced with new items of the same size, type, shape, and appearance.
 - b. Door and window frames may be of vinyl or aluminum and of a tan or aluminum color. Glass may be of any type but must be clear or green in color.
 - c. Doors and windows may be covered with ornamental iron. The iron must be either black or tan and must be of a design like other installations in Casa Real.

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Enforcement Policy

Failure to maintain the Lot, or exterior of the townhouse, including the roof, carport, and other structural portions of the townhouse, in a manner in keeping with the standards in the neighborhood or the requirements of the insurance company, shall result in notice from the Association in writing, requesting that the necessary repairs be completed within thirty (30) days. If the repairs are not completed within the requested thirty (30) days, then the Board of Directors may institute legal action and hold the Owner responsible for all attorney fees and costs incurred

1. Fines and Penalties. If any Owner, his/her family, or any licensee, invitee, tenant, or lessee violates any provision of the CC&Rs or these Rules, the Board may levy a fine or penalty on the Owner for each violation.
2. Enforcement Procedures. Before a fine or penalty is levied, the following enforcement procedure will be followed:
 - a. First Notice of Violation shall be served upon the Owner specifying: (A) the alleged violation; (B) the action required to abate the violation; and (C) if the violation is a continuing one, a time period of not less than 21 days, unless the violation constitutes a safety or health hazard, or if the violation is not a continuing one, a statement that any further violation of the same rule may result in the imposition of a fine or penalty after 2nd notice and hearing.
 - b. Second Notice of Violation If violations continue past the period allowed in the First Notice for abatement without penalty, the Second Notice shall be served upon the Owner specifying: (A) the alleged violation; (B) the action required to abate the violation; and (C) if the violation is a continuing one, a time period of not less than 21 days, unless the violation constitutes a safety or health hazard, or if the violation is not a continuing one, a statement that any further violation of the same rule will result in a hearing.
 - c. Hearing Notice: If the same rule is subsequently violated, the Board shall serve the Owner with written notice of a hearing. Service will be made by first class mail to the Owner's address of record. The notice shall contain: (A) the nature of the alleged violation; (B) the time and place of the hearing, such time shall be not less than ten (10) days from giving notice; (C) an invitation to attend the hearing and produce statement, evidence, and witness on his or her behalf; and (D) the proposed fine or penalty imposed.
 - d. Hearing: The hearing shall be held in executive session of the Board of Directors, pursuant to the above-mentioned notice, thereby affording the Member a reasonable opportunity to be heard. The Board will set the protocol of the hearing. Prior to the effectiveness of any fine or penalty, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if the officer or director who delivered such notice enters a copy of the notice together with a statement of the date and manner of delivery into the minutes. If the Member does not appear at the hearing, the Board will presume the validity of the notice of violation and may levy a fine of \$50 dollars.
 - e. Fine Letter. After thirty (30) days, if the fine is not paid and the violation abated, a letter will be issued and an additional \$50 fine imposed.